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Acting United States Secretary of Labor

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

VINCENT N. MICONE III,
Acting Secretary of Labor, United States
Department of Labor,

Plaintiff¹,

v.

TOLENTINO & TOLENTINO
PARTNERS DBA HOWARD HOME, a
partnership; AIZABEL HOME, INC., a
corporation; ALYZA HOME, INC., a
corporation; GALA HOME, INC., a
corporation; GYPSUM CREEK HOMES,
INC., a corporation; MARIA LILIAN
TOLENTINO, an individual; JUDY
TOLENTINO, an individual; RAMON
TOLENTINO; and ANGELES
MARQUEZ, an individual.

Defendants.

Case No. 5:25-cv-00073-KK

**CONSENT JUDGMENT AND
ORDER**

¹ Pursuant to Federal Rule of Civil Procedure 25(d), Vincent N. Micone, III is substituted in for Julie A. Su, who resigned on January 20, 2025.

1 Plaintiff VINCENT N. MICONE III, Acting Secretary of Labor (“the Acting
2 Secretary”), United States Department of Labor, and Defendants TOLENTINO &
3 TOLENTINO PARTNERS DBA HOWARD HOME; AIZABEL HOME, INC.;
4 ALYZA HOME, INC.; GALA HOME, INC.; GYPSUM CREEK HOMES, INC.;
5 MARIA LILIAN TOLENTINO; JUDY TOLENTINO; RAMON TOLENTINO;
6 and ANGELES MARQUEZ (“Defendants”) have agreed to resolve the matters in
7 controversy in this civil action and agree to the entry of this Consent Judgment and
8 Order as provided below.

9 **STATEMENTS BY THE PARTIES**

10 A. The Acting Secretary filed a Complaint alleging that Defendants
11 violated Sections 7, 11(c), 15(a)(2), and 15(a)(5) of the Fair Labor Standards Act
12 (“FLSA”), 29 U.S.C. §§ 207, 211(c), 215(a)(2), and 215(a)(5).

13 B. Defendants acknowledges receipt of the Acting Secretary’s Complaint
14 and waive service of the Summons.

15 C. Defendants waive their answer to the Complaint.

16 D. Defendants admit that the Court has jurisdiction over the Parties and
17 the subject matter of this civil action, and that venue lies in the Central District of
18 California.

19 E. The Parties agree to waive findings of fact and conclusions of law and
20 agree to the entry of this Consent Judgment and Order without further contest.

21 F. Defendants agree herein to resolve all allegations against them in the
22 Acting Secretary’s Complaint.

23 G. Defendants represent that they and all individuals and entities acting on
24 their behalf or at their direction have notice of, and understand, the provisions of this
25 Consent Judgment and Order.

26 H. Defendants admit that at all relevant times, they operated residential
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1 care facilities in Los Angeles County, California and that these activities
2 constituted an enterprise engaged in commerce or in the production of goods for
3 commerce within the meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C.
4 § 203(s)(1)(A).

5 I. Defendants admit that at all relevant times they were the employers of
6 employees within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d),
7 including the employees identified in **Exhibit 1** to this Consent Judgment, which is
8 incorporated in and made part of this Consent Judgment and Order.

9 J. Defendants admit that they have violated Section 7 of the FLSA, 29
10 U.S.C. § 207, by failing to pay overtime to employees identified on **Exhibit 1** who
11 worked more than 40 hours in a work week.

12 K. Defendants admit that they have violated Sections 11(c) and 15(a)(5)
13 of the FLSA, 29 U.S.C. §§ 211 and 215(a)(5), by failing to keep accurate records
14 of hours worked by employees identified on **Exhibit 1**.

15 L. Defendants agree that, within 30 days of entry of this Consent
16 Judgment, they will classify all individuals who work in their residential care
17 facilities, including current workers listed on **Exhibit 1**, as employees within the
18 meaning of the term “employee” under the Section 3(e) of the FLSA, 29 U.S.C. §
19 203(e). Further, Defendants agree that they will afford all such individuals all
20 protections and safeguards guaranteed under the FLSA. Defendants further
21 represent and agree that they will classify as employees any individuals in the
22 future who perform duties that are operationally consistent with or substantially
23 similar to those of the individuals currently working in their residential care
24 facilities.

25 **PERMANENT INJUNCTION**

26 Pursuant to the statements and agreements above, upon joint motion of the
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1 attorneys for the Parties, and for cause shown,

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that,
3 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers,
4 agents, servants, employees, and all persons and entities acting in active concert or
5 participation with them, are permanently enjoined and restrained from violating the
6 FLSA, including through any of the following manners:

7 1. Defendants shall not, contrary to FLSA Sections 7 and 15(a)(2), 29
8 U.S.C. §§ 207 and 215(a)(2), employ any employees who in any workweek are
9 engaged in commerce, within the meaning of FLSA Section 3, 29 U.S.C. § 203 or
10 are employed in an enterprise engaged in commerce or in the production of goods
11 for commerce, within the meaning of FLSA Section 3, 29 U.S.C. § 203, for any
12 workweek longer than 40 hours unless such employees receive compensation for
13 their employment in excess of 40 hours in such workweek at a rate not less than
14 one and one-half times the regular rate at which they are employed.

15 2. Defendants shall not, contrary to FLSA §§ 11(c) and 15(a)(5), 29
16 U.S.C. §§ 211(c) and 215(a), fail to make, keep, and preserve accurate records of
17 employees and of the wages, hours, and other conditions and practices of
18 employment maintained by Defendants, as required by these statutory provisions
19 and the implementing regulations at 29 C.F.R. Part 516, and make such records
20 available to authorized agents of the Acting Secretary for inspection, transcription,
21 and/or copying, upon their demand for such access.

22 3. Defendants shall not, contrary to FLSA Section 15(a)(3), 29 U.S.C.
23 § 215(a)(3), discharge or in any manner discriminate against any employee
24 because such employee has or is believed to have filed any wage complaint,
25 including to Defendants, or has instituted or caused to be instituted any proceeding
26 under the FLSA, or has provided information to the U.S. Department of Labor in
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1 any such proceeding.

2 4. Defendants shall not, contrary to FLSA Section 15(a)(3), 29 U.S.C.
3 § 215(a)(3), in any way, directly or indirectly, solicit, demand, require, or accept
4 the return of any of the back wages or liquidated damages required to be paid
5 under this Consent Judgment and Order from the individuals listed on the attached
6 **Exhibit 1** or any future wages paid to employees in their residential are facilities;
7 nor shall Defendants threaten or imply that adverse action will be taken against any
8 employee because of their receipt of funds to be paid under this Consent Judgment
9 and Order.

10 5. Defendants shall not, jointly and severally, withhold payment of
11 \$ 1,220,574.10 (One million two hundred twenty thousand five hundred seventy
12 four dollars and ten cents) which constitutes the overtime back wages found to be
13 due by the Defendants under the FLSA to the employees, as a result of their
14 employment by Defendants during the periods identified and to the employees
15 named in **Exhibit 1** in the amounts set forth herein.

16 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that,
17 pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers,
18 agents, servants, employees, and all persons and entities acting in active concert or
19 participation with them, shall take the affirmative actions:

20 6. Within 30 days of the date of entry of this Consent Judgment and
21 Order, Defendants shall provide the last known contact information (including
22 home address, mobile phone number, and email address) of each individual listed
23 in **Exhibit 1** to the Acting Secretary by emailing this information to Siriporn
24 Poondee, Assistant District Director (ADD), Wage and Hour Division - Los
25 Angeles District Office at poondee.siriporn@dol.gov. If Defendants learn that the
26 contact information of any individual listed on **Exhibit 1** changes in the next three
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1 years, Defendants shall email the updated contact information to ADD Poondée or
2 another representative designated by the Acting Secretary.

3 7. Within 30 days of the date of entry of this Consent Judgment and
4 Order, Defendants shall provide a copy of this Consent Judgment and Order to all
5 individuals listed in **Exhibit 1**.

6 8. Within 30 days of the date of entry of this Consent Judgment and
7 Order, Defendants shall post the notice attached as **Exhibit 3** in a place that is
8 visible to employees at all their residential care facilities.

9 9. Defendants shall utilize a reliable timekeeping system, such as a time
10 clock, at each of their residential care facilities. Defendants shall use this system to
11 accurately record the daily and weekly hours that employees work at the facilities.
12 Defendants shall train and require employees to clock in and out at the beginning
13 and end of each shift, and at the beginning and end of any uninterrupted meal and
14 break period of 30 minutes or more. Defendants shall also train and require
15 employees to clock in and out at the beginning and end of each time period in
16 which employees are required to remain on the premises of the residential care
17 facilities. Defendants shall further train and require employees to record any
18 additional hours that employees work outside of their shifts (for example, assisting
19 with patient care at night), either by clocking in and out before and after
20 performing such work or making a written record of the time spent performing the
21 unscheduled work.

22 **JUDGMENT AND ORDER**

23 **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section
24 16(c) of the FLSA, 29 U.S.C. § 216(c), in favor of Plaintiff Acting Secretary of
25 Labor as a judgment owed to the United States of America and against all
26 Defendants TOLENTINO & TOLENTINO PARTNERS DBA HOWARD HOME;
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1 AIZABEL HOME, INC.; ALYZA HOME, INC.; GALA HOME, INC.; GYPSUM
2 CREEK HOMES, INC.; MARIA LILIAN TOLENTINO; JUDY TOLENTINO;
3 RAMON TOLENTINO; and ANGELES MARQUEZ, jointly and severally, in the
4 total amount of \$2,500,000.00 (Two million five hundred thousand dollars),
5 comprised of: \$1,220,574.10 (One million two hundred twenty thousand five
6 hundred seventy-four dollars and ten cents) in unpaid overtime back wages owed
7 under FLSA Sections 7 and 15(a)(2), 29 U.S.C. §§ 207 and 215(a)(2);
8 \$1,220,574.10 (One million two hundred twenty thousand five hundred seventy-
9 four dollars and ten cents) as liquidated damages pursuant to FLSA § 16(c), 29
10 U.S.C. § 216(c); and \$58,851.80 (fifty-eight thousand eight hundred fifty-one
11 dollars and eighty cents) in FLSA civil monetary penalties pursuant to FLSA
12 Section 16(e)(2), 29 U.S.C. § 216(e)(2). The civil money penalties are assessed
13 against Defendants pursuant to FLSA Section 16(e), 29 U.S.C. § 216(e).
14 Defendants waive the right to a hearing with respect to this assessment of civil
15 money penalties.

16 Pursuant to this Judgment, **IT IS HEREBY ORDERED THAT:**

17 10. To satisfy the judgment, Defendants shall make payments to the
18 Acting Secretary as follows:

19 a. Defendant shall make two initial payments totaling
20 \$1,000,000.00 (One million dollars) to the Acting Secretary by March
21 20, 2025. The first payment shall be in the amount of \$58,851.80 and
22 shall be allocated toward the civil monetary penalties owed under this
23 Consent Judgment and Order. The second payment shall be in the
24 amount of \$941,148.20 and shall be allocated toward the liquidated
25 damages owed under this Consent Judgment and Order.
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b. Defendants shall pay the remaining balance of \$1,500,000.00 (One million five hundred thousand dollars) plus interest at a rate of 4% according to the payment schedule attached as **Exhibit 2**. The payments shall be allocated toward back wages and/or liquidated damages as set forth in **Exhibit 2**.

c. Defendants shall make the civil monetary penalty payment required by this Consent Judgment and Order online by ACH transfer, credit card, debit card, or digital wallet using the “WHD Civil Monetary Penalty – WE Region” form available at <https://www.pay.gov/public/form/start/77743734>. The payment shall reference **Case Number 1993510**.

d. Defendants shall make the back wage and liquidated damages payments required by this Consent Judgment and Order online by ACH transfer, credit card, debit card, or digital wallet by using the “WHD Back Wage Payment Form – Western Region” form available at <https://www.pay.gov/public/form/start/77761888>. The payment shall reference **Case Number 1993510**.

11. Defendants, at their discretion, may increase the total amount due by March 20, 2025, as specified in ¶ 10.a, by increasing the liquidated damages payment described therein such that the total initial payments equal more than \$1,000,000.000. In that event, the Acting Secretary shall revise the payment schedule attached as **Exhibit 2** to reflect the lower balance remaining, and the Acting Secretary shall file an Amended Exhibit 2.

12. After making the initial payments due by March 20, 2025, Defendants, at their discretion, may at any time pay in full to the Acting Secretary the total remaining balance of back wages and liquidated damages due under this

1 Consent Judgment and Order, plus any interest accrued through that date. If
2 Defendants elect this option, Defendants shall be relieved of any future obligations
3 under the payment schedule attached as **Exhibit 2**.

4 13. Within fourteen (14) days of entry of this Consent Judgment and
5 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as
6 **Exhibit 4** to this Consent Judgment and Order to secure the payments described in
7 ¶ 10 above and in **Exhibit 2**. The deed of trust shall be recorded against the real
8 property commonly known as 1425 Ethel St., Glendale, CA 91207 (“1425 Ethel”).
9 Defendant Maria Lilian Tolentino attests under penalty of perjury that she is the
10 sole owner of 1425 Ethel and has authority to execute the deed of trust attached in
11 **Exhibit 4**. Defendant Maria Lilian Tolentino further attests under penalty of
12 perjury that 1425 Ethel is not encumbered except for a mortgage in the original
13 principal amount of \$900,000.00 from Brighten Lending recorded on April 1,
14 2022, as document number 20220365809. The Acting Secretary shall record the
15 deed of trust attached as **Exhibit 4** once signed. Defendant Maria Lilian Tolentino
16 agrees not to further encumber 1425 Ethel until the deed of trust is recorded, with
17 the exception of a home equity line of credit to fund this settlement. Within
18 fourteen (14) business days of the date that all payments due under this Consent
19 Judgment and Order have been made, the Acting Secretary shall execute a full
20 reconveyance and provide it to Defendant Maria Lilian Tolentino.

21 14. Within fourteen (14) days of entry of this Consent Judgment and
22 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as
23 **Exhibit 5** to secure the payments described in ¶ 10 above and in **Exhibit 2**. The
24 deed of trust shall be recorded against the real property commonly known as 4361
25 Howard St., Montclair, CA 91763 (“4361 Howard”). Defendant Maria Lilian
26 Tolentino attests under penalty of perjury that she is the sole owner of 4361
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Howard and has authority to execute the deed of trust attached in **Exhibit 5**. Defendant Maria Lilian Tolentino further attests under penalty of perjury that 4361 Howard is not encumbered except for a mortgage in the original principal amount of \$472,500.00 from Brighten Lending recorded on May 3, 2022 as document number 2022-0166640. The Acting Secretary shall record the deed of trust attached as **Exhibit 5** once signed. Defendant Maria Lilian Tolentino agrees not to further encumber 4361 Howard until the deed of trust is recorded, with the exception of a home equity line of credit to fund this settlement. Within fourteen (14) business days of the date that all payments due under this Consent Judgment and Order have been made, the Acting Secretary shall execute a full reconveyance and provide it to Defendant Maria Lilian Tolentino.

15. Within fourteen (14) days of entry of this Consent Judgment and Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as **Exhibit 6** to secure the payments described in ¶ 10 above and in **Exhibit 2**. The deed of trust shall be recorded against the real property commonly known as 5062 Rodeo St., Montclair, CA 91763 (“5062 Rodeo”). Defendant Maria Lilian Tolentino attests under penalty of perjury that she is the sole owner of 5062 Rodeo and has authority to execute the deed of trust attached in **Exhibit 6**. Defendant Maria Lilian Tolentino further attests under penalty of perjury that 5062 Rodeo is not encumbered except for a mortgage in the original principal amount of \$528,000.00 from Brighten Lending recorded on May 4, 2022, as document number 2022-0166870. The Acting Secretary shall record the deed of trust attached as **Exhibit 6** once signed. Defendant Maria Lilian Tolentino agrees not to further encumber 5062 Rodeo until the deed of trust is recorded, with the exception of a home equity line of credit to fund this settlement. Within fourteen (14) business days of the date that all payments due under this Consent Judgment and

1 Order have been made, the Acting Secretary shall execute a full reconveyance and
2 provide it to Defendant Maria Lilian Tolentino.

3 16. Within fourteen (14) days of entry of this Consent Judgment and
4 Order, Defendant Maria Lilian Tolentino shall execute the deed of trust attached as
5 **Exhibit 7** to secure the payments described in ¶ 10 above and in **Exhibit 2**. The
6 deed of trust shall be recorded against the real property commonly known as 10986
7 S. Gala Ln., Ontario, CA 91762 (“10986 S. Gala”). Defendant Maria Lilian
8 Tolentino attests under penalty of perjury that she is the sole owner of 10986 S.
9 Gala and has authority to execute the deed of trust attached in **Exhibit 7**.

10 Defendant Maria Lilian Tolentino further attests under penalty of perjury that
11 10986 S. Gala is not encumbered except for a mortgage in the original principal
12 amount of \$557,00.00 from Brighten Lending recorded on February 10, 2022, as
13 document number 2022-0055622. The Acting Secretary shall record the deed of
14 trust attached as **Exhibit 7** once signed. Defendant Maria Lilian Tolentino agrees
15 not to further encumber 10986 S. Gala until the deed of trust is recorded, with the
16 exception of a home equity line of credit to fund this settlement. Within fourteen
17 (14) business days of the date that all payments due under this Consent Judgment
18 and Order have been made, the Acting Secretary shall execute a full reconveyance
19 and provide it to Defendant Maria Lilian Tolentino.

20 17. Defendant Maria Lilian Tolentino attests under penalty of perjury that
21 the properties identified in ¶¶ 13-16 above together have sufficient total equity to
22 secure the \$1,500,000.00 balance of this Judgment that will remain after the March
23 20, 2025 payment, plus interest as set forth in **Exhibit 2**.

24 18. In the event of any default in the timely making of any payment due
25 hereunder, the full judgment amount which then remains unpaid, plus post-
26 judgment interest at the rate of 10% per year, from the date of Defendants’ default
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1 until paid in full, shall become due and payable upon the Acting Secretary's
2 sending by ordinary mail a written demand to the last available addresses of
3 Defendants then known to the Acting Secretary with electronic copies also
4 concurrently e-served on Defendants and, if applicable, their counsel.

5 19. The Acting Secretary shall distribute the back wages and liquidated
6 damages payments described in ¶ 10, less deductions for employees' share of
7 payroll taxes and for employees' income tax withholding on the back wage
8 amounts, to the employees identified in **Exhibit 1**, or if necessary, to the
9 employees' estates. If any monies are not distributed to employees within three (3)
10 years from the date of the Acting Secretary's receipt of final payment, because of
11 an inability to locate the proper persons or because of their refusal to accept it, the
12 Acting Secretary shall deposit the money into the Treasury of the United States as
13 miscellaneous receipts under 29 U.S.C. § 216(c).

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FURTHER, IT IS HEREBY ORDERED THAT:

20. The filing, pursuit, and/or resolution of this proceeding with the entry of this Judgment shall not act as or be asserted as a bar to any action or claim under Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to any individual not named on the attached **Exhibit 1**, nor as to any individual named on **Exhibit 1** for any time period not included in **Exhibit 1**.

21. Each Party shall bear its own fees and other expenses incurred by such Party in connection with any stage of this proceeding, including but not limited to attorneys' fees, which may be available under the Equal Access to Justice Act, as amended.

22. The Court shall retain jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment and Order.

IT IS SO ORDERED

Dated: February 19, 2025



Hon. Kenly Kiya Kato
United States District Judge

Consented to by:

FOR PLAINTIFF:

EMILY SU
Deputy Solicitor of National Operations

MARC A. PILOTIN
Regional Solicitor

KATHERINE E. CAMERON
Associate Regional Solicitor

/s/ Tara Stearns
Tara Stearns
Senior Trial Attorney
Attorneys for Plaintiff
United States Acting Secretary of Labor

Date: February 13, 2025

FOR DEFENDANTS:

Date: _____
TOLENTINO & TOLENTINO PARTNERS
DBA HOWARD HOME

By: _____
Printed name

Its: _____
Title

Date: _____
AIZABEL HOME, INC.

By: _____

Printed name

Its: _____

Title

Date: _____

ALYZA HOME, INC.

By: _____

Printed name

Its: _____

Date: _____

GALA HOME, INC.

By: _____

Printed name

Its: _____

Date: _____

GYPSUM CREEK HOMES, INC.,

By: _____

Printed name

Its: _____

Date: _____

MARIA LILIAN TOLENTINO

Date: _____

JUDY TOLENTINO

Date: _____

RAMON TOLENTINO

Date: _____

ANGELES MARQUEZ

Approved as to form:

Date: _____

Jerry Kaplan

Joseph Benincasa

Kaplan, Kenegos & Kadin

9150 Wilshire Blvd., Suite 175

Beverly Hills, CA 90212

Counsel for Defendants

EXHIBIT 1

First Name	Last Name	BW Start Date	BW End Date	Total BWs Due	Total LDs Due	Total Amount Due
SHELLA MAE	ABELLO	8/31/2022	3/31/2023	\$5,709.33	\$5,709.33	\$11,418.66
ARMANDO	ALCALA	4/30/2021	9/30/2022	\$21,744.59	\$21,744.59	\$43,489.18
DARYL	ALVAREZ	3/31/2021	9/30/2021	\$9,360.18	\$9,360.18	\$18,720.36
DANERICK	APELADO	3/31/2021	11/30/2023	\$32,659.67	\$32,659.67	\$65,319.34
MARLON	BAGUINO	3/31/2021	3/31/2024	\$12,401.23	\$12,401.23	\$24,802.46
SONNY	BARBATO	3/31/2022	7/31/2022	\$7,429.41	\$7,429.41	\$14,858.82
KARL LEO	BELTRAN	8/31/2023	11/30/2023	\$5,994.01	\$5,994.01	\$11,988.02
JAMES	BLANCO	2/28/2023	3/31/2024	\$16,805.35	\$16,805.35	\$33,610.70
XANTIPPE	BORJA	3/31/2021	3/31/2024	\$16,829.00	\$16,829.00	\$33,658.00
JESSIE	BORRES	4/30/2021	2/29/2024	\$34,481.97	\$34,481.97	\$68,963.94
MA VICTORIA	BORRES	3/31/2021	11/30/2021	\$10,101.54	\$10,101.54	\$20,203.08
VIRGILIO	BUGNOT	3/31/2021	3/31/2024	\$25,998.96	\$25,998.96	\$51,997.92
VIRGINIA	BURON	2/28/2023	2/28/2023	\$1,498.50	\$1,498.50	\$2,997.00
RUDOLFO	CABIGTING	3/31/2021	3/31/2023	\$22,259.74	\$22,259.74	\$44,519.48
FRANCISCO	CAUBALEJO	9/30/2021	6/30/2022	\$10,823.84	\$10,823.84	\$21,647.68
MARGARITA	CAUBALEJO	9/30/2021	6/30/2022	\$10,489.53	\$10,489.53	\$20,979.06
ROY	DURANGPAR ANG	3/31/2021	2/28/2024	\$36,641.34	\$36,641.34	\$73,282.68
JOSELITO	EMRALINO	4/30/2021	3/31/2024	\$31,892.21	\$31,892.21	\$63,784.42

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First Name	Last Name	BW Start Date	BW End Date	Total BWs Due	Total LDs Due	Total Amount Due
CHRISTIENE	ESTREMUS	3/31/2021	8/31/2023	\$36,071.05	\$36,071.05	\$72,142.10
SHAIRA	EVANGELIO	4/30/2023	2/29/2024	\$12,421.94	\$12,421.94	\$24,843.88
MARCIAL	FERNANDO	3/31/2024	3/31/2024	\$1,545.02	\$1,545.02	\$3,090.04
MICHAELA	FERRER	3/31/2021	3/31/2024	\$43,939.43	\$43,939.43	\$87,878.86
ANTHONY	FONG	7/31/2022	3/31/2023	\$12,813.38	\$12,813.38	\$25,626.76
LIEZL DE	GUZMAN	3/31/2021	7/31/2022	\$22,935.66	\$22,935.66	\$45,871.32
ANNIE ROSE	INCISO	9/30/2022	3/31/2024	\$21,515.26	\$21,515.26	\$43,030.52
MANOLITO	JOSE	11/30/2023	11/30/2023	\$1,498.50	\$1,498.50	\$2,997.00
MARIA MARIAN	MABUHAY	3/31/2021	6/30/2021	\$4,604.56	\$4,604.56	\$9,209.12
EVELYN	MACNI	7/31/2022	11/30/2023	\$6,601.72	\$6,601.72	\$13,203.44
MARIAN JUDITH ISABEL	MANAOG	9/30/2022	3/31/2024	\$16,897.83	\$16,897.83	\$33,795.66
RODELIO	MARQUEZ	3/31/2024	3/31/2024	\$1,306.42	\$1,306.42	\$2,612.84
MARIA GOLDA	MEDIANTE	11/30/2023	3/31/2024	\$3,122.19	\$3,122.19	\$6,244.38
GENEMAR	MONZAGA	8/31/2022	3/31/2024	\$23,281.88	\$23,281.88	\$46,563.76
JEFFREN	MUNGAL	8/31/2021	11/30/2021	\$4,687.14	\$4,687.14	\$9,374.28
RAMON	OBLIGACION	3/31/2021	7/31/2022	\$16,963.50	\$16,963.50	\$33,927.00
AURI BLAY N	OQUISUMBIN G	3/31/2021	10/31/2023	\$39,040.01	\$39,040.01	\$78,080.02
MAURA	PANGANIBAN	3/31/2021	3/31/2024	\$7,015.37	\$7,015.37	\$14,030.74
NOEL	PANGANIBAN	3/31/2024	3/31/2024	\$1,623.69	\$1,623.69	\$3,247.38
ASTERIA	PAREDES	3/31/2021	3/31/2024	\$38,066.17	\$38,066.17	\$76,132.34
GUILLERMA	PAREDES	3/31/2021	3/31/2024	\$42,898.30	\$42,898.30	\$85,796.60
RENATO	PAREDES	10/31/2022	10/31/2023	\$3,068.47	\$3,068.47	\$6,136.94
JUDELIZA	PASTORFIDE	2/29/2024	3/31/2024	\$2,863.90	\$2,863.90	\$5,727.80
BRENDA	REBOLLEDO	3/31/2021	11/30/2022	\$6,718.04	\$6,718.04	\$13,436.08
FADHI	SALVADOR	6/30/2021	3/31/2024	\$12,422.34	\$12,422.34	\$24,844.68
JONATHAN	SAMONTE	3/31/2021	3/31/2024	\$27,492.01	\$27,492.01	\$54,984.02
MARIA ROSARIO	SAMONTE	3/31/2021	4/30/2023	\$25,348.35	\$25,348.35	\$50,696.70
EDGARDO	SANTOS	3/31/2021	4/30/2021	\$3,069.71	\$3,069.71	\$6,139.42
JESUS	SARMIENTO JR	6/30/2022	7/31/2022	\$2,602.68	\$2,602.68	\$5,205.36
WILFREDO	SINGUEO	2/28/2022	6/30/2022	\$8,004.56	\$8,004.56	\$16,009.12
EUGENE	SUPNET	2/29/2024	2/29/2024	\$1,623.69	\$1,623.69	\$3,247.38
KENNETH	TAN	6/30/2021	7/31/2022	\$18,753.40	\$18,753.40	\$37,506.80
ROSELLE MAY	TAN	3/31/2021	3/31/2024	\$53,090.94	\$53,090.94	\$106,181.88
CARLITO	TAN JR	3/31/2021	3/31/2024	\$17,393.25	\$17,393.25	\$34,786.50
ARMANDO	TONGOL	4/30/2022	5/31/2022	\$3,396.24	\$3,396.24	\$6,792.48
TERESITA	TONGOL	5/31/2022	6/30/2022	\$3,139.94	\$3,139.94	\$6,279.88
GLORIA	TROPICALES	4/30/2021	3/31/2024	\$41,929.42	\$41,929.42	\$83,858.84
EDWARD BLAY	VELASQUEZ	3/31/2021	3/31/2024	\$38,090.22	\$38,090.22	\$76,180.44

CONSENT JUDGMENT AND ORDER
Case No. 5:25-cv-00073

First Name	Last Name	BW Start Date	BW End Date	Total BWs Due	Total LDs Due	Total Amount Due
BRUCE NICHOLE JOHN	VERGARA	3/31/2021	3/31/2022	\$12,803.90	\$12,803.90	\$25,607.80
FERMIN	AGRISOLA	9/30/2021	2/28/2024	\$6,450.76	\$6,450.76	\$12,901.52
FERMIN JASON	AGRISOLA II	7/31/2022	3/31/2024	\$18,324.98	\$18,324.98	\$36,649.96
ACELITA DEL	ALCAZAR	2/28/2022	5/31/2022	\$6,279.88	\$6,279.88	\$12,559.76
PATRICE ANTHONY	AMON	3/31/2021	2/28/2024	\$9,034.29	\$9,034.29	\$18,068.58
EDUARDO	BULIWAN	10/31/2022	10/31/2022	\$1,057.36	\$1,057.36	\$2,114.72
JEAN PAUL	BUNDALIAN	2/28/2024	2/28/2024	\$1,623.69	\$1,623.69	\$3,247.38
LYNBETH	CARLOS	11/30/2023	11/30/2023	\$1,498.50	\$1,498.50	\$2,997.00
MARISSA	CARREON	7/31/2022	8/31/2023	\$15,691.41	\$15,691.41	\$31,382.82
WILLIAM	CARREON	6/30/2022	8/31/2023	\$17,450.88	\$17,450.88	\$34,901.76
STINELI	CHAVEZ	2/28/2023	8/31/2023	\$4,495.50	\$4,495.50	\$8,991.00
DIONISIO	ESTEVEZ	3/31/2021	2/29/2024	\$22,244.25	\$22,244.25	\$44,488.50
MARIO	FIGURACION JR	4/30/2021	9/30/2022	\$16,958.65	\$16,958.65	\$33,917.30
GENESIS	FRANCIA	5/31/2023	2/29/2024	\$11,955.22	\$11,955.22	\$23,910.44
DANILO	MANALO	3/31/2021	2/28/2024	\$26,610.93	\$26,610.93	\$53,221.86
JERRYSON	MANI	5/31/2022	8/31/2022	\$5,972.17	\$5,972.17	\$11,944.34
RODELIO	MARQUEZ	2/28/2023	3/31/2024	\$17,084.61	\$17,084.61	\$34,169.22
FRANCIS	PASTORFIDE	3/31/2021	3/31/2024	\$31,699.74	\$31,699.74	\$63,399.48
CHRISTIAN	REYES	2/28/2024	2/28/2024	\$1,623.69	\$1,623.69	\$3,247.38
APHOL JAY	SALVADOR	3/31/2021	2/28/2024	\$38,891.10	\$38,891.10	\$77,782.20
RUDY	SANTOS	3/31/2021	11/30/2021	\$7,214.20	\$7,214.20	\$14,428.40
VENUS	SISON	3/31/2021	5/31/2021	\$4,631.81	\$4,631.81	\$9,263.62
			Total	\$1,220,574.10	\$1,220,574.10	\$2,441,148.20

EXHIBIT 2

Payment Schedule

PMT NO.	PAYMENT DATE	PRINCIPAL	INTEREST	TOTAL PAYMENT DUE	PAYMENT ALLOCATED TOWARD
1	4/20/2025	\$39,285.98	\$5,000.00	\$44,285.98	Liquidated Damages ("LD")
2	5/20/2025	\$39,416.93	\$4,869.05	\$44,285.98	LD
3	6/20/2025	\$39,548.32	\$4,737.66	\$44,285.98	LD
4	7/20/2025	\$39,680.15	\$4,605.83	\$44,285.98	LD
5	8/20/2025	\$39,812.42	\$4,473.56	\$44,285.98	LD
6	9/20/2025	\$39,945.12	\$4,340.85	\$44,285.98	LD
7	10/20/2025	\$40,078.27	\$4,207.70	\$44,285.98	LD
8	11/20/2025	\$40,211.87	\$4,074.11	\$44,285.98	LD / Back Wages ("BW")
9	12/20/2025	\$40,345.91	\$3,940.07	\$44,285.98	BW
10	1/20/2026	\$40,480.39	\$3,805.58	\$44,285.98	BW
11	2/20/2026	\$40,615.33	\$3,670.65	\$44,285.98	BW
12	3/20/2026	\$40,750.71	\$3,535.26	\$44,285.98	BW
13	4/20/2026	\$40,886.55	\$3,399.43	\$44,285.98	BW
14	5/20/2026	\$41,022.84	\$3,263.14	\$44,285.98	BW
15	6/20/2026	\$41,159.58	\$3,126.40	\$44,285.98	BW
16	7/20/2026	\$41,296.78	\$2,989.20	\$44,285.98	BW
17	8/20/2026	\$41,434.43	\$2,851.54	\$44,285.98	BW
18	9/20/2026	\$41,572.55	\$2,713.43	\$44,285.98	BW
19	10/20/2026	\$41,711.12	\$2,574.85	\$44,285.98	BW
20	11/20/2026	\$41,850.16	\$2,435.82	\$44,285.98	BW
21	12/20/2026	\$41,989.66	\$2,296.32	\$44,285.98	BW
22	1/20/2027	\$42,129.63	\$2,156.35	\$44,285.98	BW
23	2/20/2027	\$42,270.06	\$2,015.92	\$44,285.98	BW
24	3/20/2027	\$42,410.96	\$1,875.02	\$44,285.98	BW
25	4/20/2027	\$42,552.33	\$1,733.65	\$44,285.98	BW
26	5/20/2027	\$42,694.17	\$1,591.81	\$44,285.98	BW
27	6/20/2027	\$42,836.48	\$1,449.49	\$44,285.98	BW
28	7/20/2027	\$42,979.27	\$1,306.70	\$44,285.98	BW
29	8/20/2027	\$43,122.54	\$1,163.44	\$44,285.98	BW
30	9/20/2027	\$43,266.28	\$1,019.70	\$44,285.98	BW
31	10/20/2027	\$43,410.50	\$875.48	\$44,285.98	BW
32	11/20/2027	\$43,555.20	\$730.78	\$44,285.98	BW

PMT NO.	PAYMENT DATE	PRINCIPAL	INTEREST	TOTAL PAYMENT DUE	PAYMENT ALLOCATED TOWARD
33	12/20/2027	\$43,700.39	\$585.59	\$44,285.98	BW
34	1/20/2028	\$43,846.05	\$439.92	\$44,285.98	BW
35	2/20/2028	\$43,992.21	\$293.77	\$44,285.98	BW
36	3/20/2028	\$44,138.85	\$147.13	\$44,285.98	BW
	TOTAL	\$1,500,000.00	\$94,295.19	\$1,594,295.19	

EXHIBIT 3

NOTICE OF EMPLOYEE RIGHTS

The U.S. Department of Labor (“DOL”) has investigated Tolentino & Tolentino Partners dba Howard Home; Aizabel Home, Inc.; Alyza Home, Inc., Gala Home, Inc., Gypsum Creek Homes, Inc., Maria Lilian Tolentino, and Judy Tolentino and found violations of the Fair Labor Standards Act. These employers have reached a settlement with the DOL and agreed to pay the amounts found due to workers.

YOUR IMMIGRATION STATUS DOES NOT MATTER AND DOES NOT IMPACT YOUR WORKPLACE RIGHTS

You have legal rights under the Fair Labor Standards Act, including:

- The right to be paid at least the minimum wage for all hours that you work; and
- The right to be paid overtime at a rate of 1.5 times your regular rate for all hours that you work over 40 hours in a workweek.
- The right to complain about your wages to your employer or the DOL without suffering any negative actions from your employer or anyone else.

Your employer must pay you for all the hours you work. This includes all the time you perform work at the home and any time when you are required to stay in the home.

If you receive a payment as part of this settlement, you have the right to keep the payment in full. No one is allowed to ask you to return any part of that payment to your employer.

If you think your employer has not correctly paid you or has violated your rights, please contact the Department of Labor at 1-866-487-9243.

Your employer is prohibited from taking any negative action against you because you contacted the Labor Department.

EXHIBIT 4

EXHIBIT 5

EXHIBIT 6

EXHIBIT 7